



City of College Station
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PURCHASING MANUAL 2002

*Recipient
of*

National Purchasing Institute



Achievement of Excellence in Procurement®

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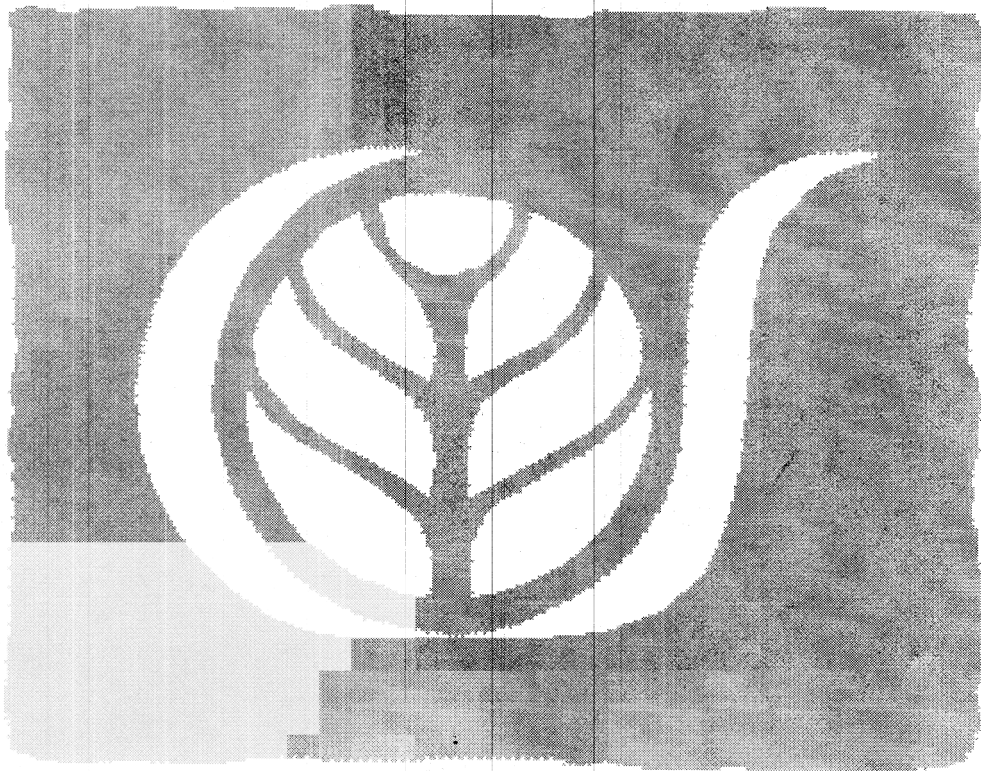
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2001

City of College Station Purchasing Manual
Approved:

Theresa Byrner
City Manager

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Date



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FORWARD

This manual has been prepared to inform and instruct each department, division, and their staff, of the many methods of procurement and duties and responsibilities of all those involved in the purchasing process.

The mission of the City's Purchasing Division is:

- ◆ The Purchasing Division shall assist each department, division, and their staff to procure quality goods and services at the best possible price which are necessary to provide the citizens with the services they expect. Quality goods and services are purchased within the guidelines of all applicable Federal, State, and Municipal purchasing laws.

The goals of the City's Purchasing Division include the following:

- purchasing quality goods and services;
- obtain the best possible price for goods and services;
- encourage and promote interlocal cooperation among area agencies;
- accept delivery of goods and services when and where needed;
- assure a continuing supply of needed goods and services;
- guard against misappropriation of any assets procured.

Additionally, we are committed to ensuring that:

- responsible bidders are given a fair opportunity to compete for the City's business. This is done partially by the statutory requirements for competitive bids and proposals, and partially by the City's own purchasing procedures;
- public funds are safeguarded. Although the purchasing division does not usually designate the types of purchases to be made, it should see that the best value is received of the public dollar.

This manual cannot address every situation; and, when an unusual situation occurs or a difficult legal problem arises, the *final* authority for City purchasing procedures is the law itself.

GLOSSARY OF TERMS

The following definitions are intended to assist you in understanding the language used throughout this manual. When using this manual, if you find a word or words that you may not clearly understand and that is not defined in this section, please do not hesitate to contact someone in the Purchasing Division for clarification and/or interpretation.

Award - Approval by the City Council, City Manager, Director of Fiscal Services or their designee, under whose authority a purchase order is issued.

Bid advertisement - A public notice put in a newspaper of general circulation, containing information about an Invitation For Bid or a Request for Proposal.

Bid list - A list of vendors, who have indicated in writing, an interest in submitting bids for particular categories of goods and services. This list is a compilation of recommended vendors from the department and a database of vendors maintained by Purchasing.

Bonds:

bid bond - A bond required of a contractor, which ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal.

payment bond - A bond required that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.

performance bond - A bond required that guarantees vendor performance during the execution of the contract.

Capital equipment – Property with a useful life of three years, and a purchase cost of at least \$3,000.

City Council - The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

City Manager Approval Form - This form should be used for all expenditures greater than \$25,000 but below \$50,000 and for all contracts below \$25,000. It is intended to provide the City Manager with enough information to make an informed decision regarding the approval of requested purchases. At a minimum this information should include: summary information of purchase request, background information, number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation.

Commodity code - A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

Competitive bidding - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component purchases – Purchases of component parts, that in normal purchasing practices would be purchased in one purchase.

Contract - An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time, during which purchases are made of the commodity specified.

Contractor - The successful vendor(s) awarded a contract by the City of College Station.

Delivery date – The date by which goods or services are needed.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in LGC 252.022.

Encumbrance - The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Expedite – When the purchasing process is accelerated through normal procedures in order to prevent work stoppage or loss of government's money.

FOB destination point – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

FOB shipping point – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

Goods - A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, component and repair parts.

Invitation to Bid – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$25,000. It may be used any time the Purchasing Manager, the Department, or the City Manager feels it is justified.

Lowest responsible bidder – This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to

perform the contract. The term is also used to refer to the experience or safety record of the vendor.

Purchase - An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

Purchasing - The act, function, and responsibility for the acquisition of goods and services.

Purchasing Division - A division of Fiscal Services that is responsible for assisting all departments with the acquisition of goods and services to support their departmental mission.

Purchase order - A formal, binding, legal agreement issued by the City's Purchasing Division. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

QISV (Qualified Information Systems Vendor) - The City is authorized to purchase products or services that are associated with automation (computers) or telecommunication systems directly from QISV vendors. This includes hardware, software, programming, maintenance, repair, and installation of systems. The City must make the purchase based on the best available offer and if it is in the City's best interest. The purchase award can be based on, but not limited to:

- installation / hardware costs;
- overall life cycle cost of the equipment;
- the estimated cost/increase of employee training;
- employee productivity; and
- software and maintenance costs.

If the best value is determined to be from a non-QISV, the City is required to place in the purchasing file, a statement as to why the item or service was not purchased from a QISV.

QISV vendor – A vendor who has met the criteria, and been qualified by the State of Texas General Services Commission.

Request for Proposal - A formal written document requesting that potential vendors make an offer for services to the City. The offer allows for negotiations after the proposals have been received, but before a contract is awarded. This process is normally used for the acquisition of insurance coverage, and for high technology items.

Requisition - The source document for all purchasing activity. This form communicates a department's needs to the Purchasing Division, and authorizes the Purchasing Division to enter into a contractual relationship for delivery of the goods and/or services. A requisition is for

communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

Separate purchases – Purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.

Sequential purchases – Purchases made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

Services - A generic term, to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole source – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one which supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in LGC 252.022.

Specifications - Statements containing a detailed description of the terms of the contract, as well as specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

State contract purchase - An item available through the State of Texas General Services Commission Cooperative Purchasing Program. The State has publicly advertised and received qualified bids for specific items. These appear on a listing periodically published by the State. The City of College Station has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.

Surplus – Item(s) no longer needed by a department, regardless of its value or condition.

Vendor - A generic term applied to individuals and companies alike, who provide goods and services to the City.

DUTIES AND RESPONSIBILITIES

I. PURCHASING

A. Purpose

The purposes of the Division of Purchasing are:

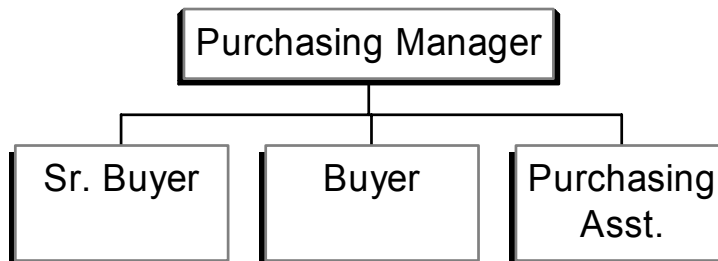
1. To recommend to the City Council, City Manager and Director of Fiscal Services, those policies and procedures needed to ensure that goods are acquired, stored, disbursed, utilized, and disposed of in a uniform and economical manner.
2. To aid all departments and divisions in understanding established purchasing and warehousing policies and procedures, in order to ensure that they are consistently followed.
3. To assist all departments and divisions in any procurement needs.

B. Responsibility

1. Purchasing shall be responsible for legal advertising, invitations to bid, bid openings, and presentation of bids to the City Council for all materials, supplies, and construction contracts.
2. Assist the individual departments to develop quality and quantity specifications for goods and services to be purchased along with required delivery schedules.
3. Encourage competition between vendors through negotiations, competitive bidding, and quantity buying by continuously monitoring requisitions by all departments to facilitate consolidation of purchases where possible.
4. Purchasing shall solicit evaluation and recommendations from user departments on bids received from suppliers.
5. Explore the use of cooperative purchasing programs with the State of Texas and other local government units.

C. Organization

The Purchasing Division is organized as shown below.



II. DEPARTMENT/REQUISITIONER

A. Purpose

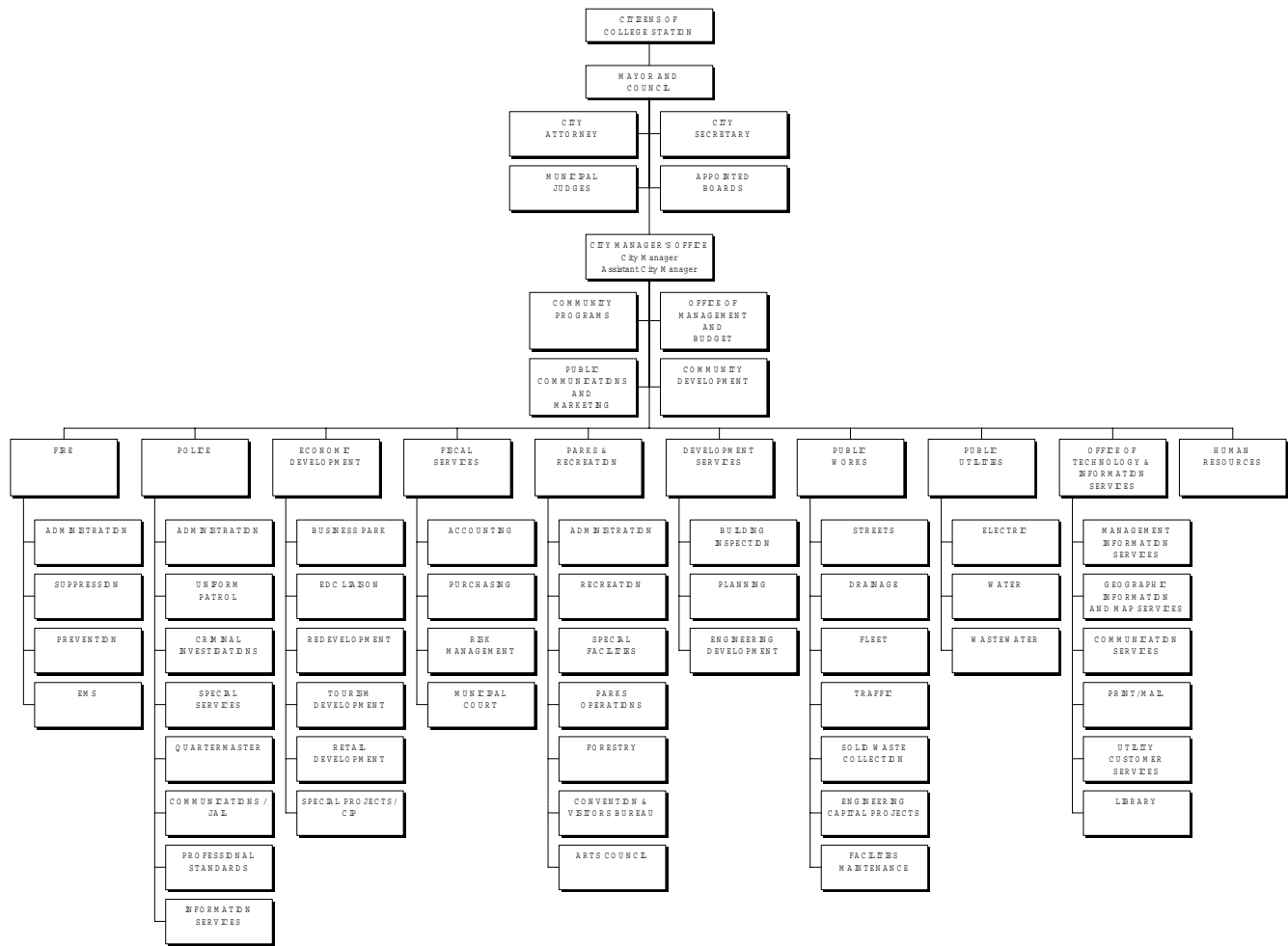
To promote the safety, health, and general well-being of the citizens of College Station within the bounds of fiscal responsibility, while preserving and advancing the quality of life for its citizens.

B. Responsibility

1. Allow sufficient time for the Purchasing Division to issue a purchase order and the vendor to make delivery.
2. Assist the Purchasing Division with specifications that require an engineering or technical background.
3. When requested, to supply to the Purchasing Manager a list of anticipated requirements in advance.
4. Inform the Purchasing Division of any abnormal or unusual demands.
5. Under any circumstances, not to obligate the City without a purchase order, except for an emergency or expedited purchase, as outlined in this manual.
6. Requisition items with a complete, clear, concise description of the item(s) or service(s) requested.

C. Organization

The departments and divisions of the City of College Station are outlined on the next page:



ETHICAL STANDARDS AND RELATIONSHIPS

I. PERSONAL INTEREST

Section 131, of the *City of College Station City Charter*, shall apply to all purchases or contracts entered into by any employee or officer of the City of College Station, and reads as follows:

“No member of the City Council or any officer or employee of the City shall have a financial interest direct or indirect or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested directly or indirectly in the sale to the City of any land, materials, supplies or services except on behalf of the City as an officer or employee; provided, however, that the provisions of this section shall only be applicable when the stock owned by the officer or employee exceeds one (1) percent of the total capital stock of the corporation. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge expressed or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.”

II. ACCEPTANCE OF GIFTS

The *City of College Station Personnel Policies and Procedures, Section 1.C., Terms of Employment*, shall apply to all purchases or contracts entered into by any employee or officer of the City of College Station, and reads as follows:

“No employee shall accept or solicit any money, property, service or other thing of value which can be construed in any way an intent to influence the employee in the discharge of his duties. Any gift given as a reward for service or as an act of expressing appreciation, (i.e. flowers), must be shared by a group of employees, or in the event of cash, contributed to an employee fund. It is the responsibility of the employee to carry forth that purpose by reporting such to his supervisor. An award or gift officially given in a public ceremony may be accepted by a specific individual when approved by the Department.”

III. CODE OF ETHICS

Furthermore, the employees of the City of College Station shall strive always to uphold the Constitution, laws, and ordinances of the United States, State of Texas, and the City of College Station, and shall strive to be:

- A. Honest and trustworthy in what they say and write and in all professional relationships;*
- B. Dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available resources;*

- C. Fair and considerate treatment of fellow employees and citizens, addressing concerns and needs with equity, granting no special favors;***
- D. Committed to accomplishing all tasks in a superior way, and abstaining from all job behavior that may tarnish the image of the City of College Station;***
- E. Recognizing that public and political policy decisions are ultimately the responsibility of the City Council; and***
- F. Dedicated to service to improve the quality of life in the City of College Station.***

This Code of Ethics requires hard work courage, and difficult choices. In the long run, however, employees and citizens will always be better served by doing what is right, rather than what is expedient.

STATEMENT OF POLICY

I. GENERAL STATEMENT OF POLICY

It is the policy of The City of College Station that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of College Station. College Station encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the City, with bids or quotations solicited whenever practical. The Purchasing Division has been established to assist each department head, division manager and their staff to procure necessary goods and services at the best possible price within all Federal, State and Municipal purchasing laws. The Texas State Legislature has passed and made Chapter 252 a part of the ***Local Government Code*** and it shall be the policy of the City of College Station to fully comply in all aspects with the rules, regulations, and procedures contained therein.

II. PROCUREMENT CARD POLICY

A. Introduction

The procurement card is a new purchasing tool, which offers an alternative to the existing City of College Station's purchasing processes. It provides an extremely efficient and effective method of purchasing and paying for goods and services with a value of \$2,999.99 or less. In most cases, the purchasing card will replace the field purchase order, some reimbursement requests and other associated paperwork.

This policy describes the procedures for appropriate purchasing card use. By signing the accompanying agreement form, the employee promises to comply with program rules and regulations. A purchasing card will be issued to an employee upon management approval and after the employee executes a signed agreement form. Upon receipt of the card, the employee should immediately sign the back of the card and keep it in a secure place.

The purchasing card is issued to one employee only. No other person is permitted to use another employee's card. As a cardholder, the employee is responsible for the appropriate use of City funds. Although the card is issued to the employee, it remains City property and may be rescinded at any time. The employee should use the card only for the types of purchases described in this guide.

Each employee should keep current records of transactions and receipts to protect himself/herself and the City. These records are an important part of any purchasing process and essential to the success of the purchasing card program.

Each employee should document any questions, suggestions or difficulties he/she or the suppliers have regarding the purchasing card program. This feedback will provide vital information to our program during evaluations. Also, the employee should notify a Program Administrator of any suggestions for improvements or changes.

B. Card Issuance

A Card will be issued to a City employee upon the approval of the department director. An individual will only receive the card after completing the application form, attending a formal Procurement Card Training Session, and signing a Cardholder Agreement Form (See Addendum).

In addition to the above, the cardholder is required to read the Procurement Card User Guide and adhere to all Procurement Card policies and procedures of the City and his/her department. Each employee issued a card should read the entire guide carefully. It will explain appropriate card use, merchant participation, record keeping and reconciliation procedures.

Once an employee receives his/her card, it should be signed and kept in a secure place! Although the card has been issued to the employee, it is City property and may only be used for the purchases outlined in this document.

C. Procurement Card Benefits

The benefits of the procurement card to the cardholders and the City of College Station are significant.

1. Benefits to the Cardholder:

- Goods and services can be more quickly and easily obtained
- Work related to the purchase of and payment for goods and services is significantly reduced
- More efficient use of time will enable employees to focus on the value-added aspects of their jobs
- Rebate

2. Benefits to the City of College Station

- Reduces the number of requisitions, purchase orders, invoices and checks
- Enables Purchasing and Accounts Payable to focus on higher yield value-added activities
- Enables Purchasing to view daily reports to monitor buying trends that will give us the opportunity to maximize our buying power through contract negotiations

D. How It Works

The procurement card simplifies the purchasing and disbursement process by facilitating point-of-demand procurement. Purchasing authority is delegated to the

ordering department enabling the authorized cardholder to place an order directly with the supplier.

When a purchase authorization is requested by the supplier, the MasterCard system validates the transaction against pre-set limits established by the City. All transactions are approved or declined (instantaneously) based on the following procurement card authorization criteria:

- Number of transactions allowed per day.
- Number of transactions allowed per month.
- Single purchase limit not to exceed \$2,999.99
- Spending limit per month.
- Approved commodity code.

The authorization process occurs through an electronic system that supports the procurement card processing services under the City of College Station's agreement with JP Morgan Chase. In addition, Purchasing and Accounts Payable have the capability to view a large selection of daily reports to effectively monitor the use of procurement cards. Purchasing will also identify opportunities to further maximize the City's significant buying power through contract negotiations.

E. Purchasing Guidelines

The purchasing card program will not circumvent the City's purchasing rules and procedures. Instead, it is designed to streamline smaller purchases that are made on-site, via telephone, fax or mail.

Each employee is responsible for the security of the card he/she is issued and for the purchases made with it. Consequences for card misuse are severe, and penalties may include loss of job.

1. Restricted Commodities

Purchases of the restricted commodities listed below and purchases of \$2,999.99 or more must continue to be processed in accordance with established purchasing guidelines. The procurement card is not to be used for the following commodities:

- Alcoholic beverages
- Capital equipment
- Cash advances/Travelers Checks
- Personal items
- Multiple, sequential purchases of less than \$3,000 from a single vendor for similar purchases adding up to more than \$3,000

2. Qualified Card Use

- Subscriptions, books
- Seminars, training , memberships, registration, travel

- Catering and delivery services
- Required maintenance, repair, operations
- Office supplies
- Computer peripherals (through MIS only)
- Software under \$3000 (no license agreements) (through MIS only)

If you have any questions regarding a restricted commodity, please contact Accounting or Purchasing.

Each employee's card has been assigned an individual credit limit based on the department director's approval. If that limit becomes too low to accommodate monthly requirements, the employee may request an increase through the department director. Written authorization is required before JP Morgan Chase will change the credit limit. No single transaction may exceed \$2,999.99.

Certain merchants are blocked from the program, and purchases through them will be declined. If the employee feels that his/her purchase has been mistakenly declined, the employee should contact JP Morgan Chase by calling the 800 number on the card.

F. Placing an order

When placing an order, the employee should provide the vendor the following information:

- Identify himself/herself as a City of College Station employee
- Indicate that it is a procurement card purchase
- Cardholder name
- Individual card number
- Expiration date of card
- Complete delivery address including building and room number
- Description of goods or services to be ordered
- Any other information necessary to make the purchase
- City's tax ID # after informing the vendor that the City is tax-exempt

Upon receipt of your order, the documentation received from the vendor (typically a sales receipt or packing slip) should be kept for later reconciliation. Each month the cardholder will receive the JP Morgan chase Account Statement, which will identify all of the procurement card purchases for that month. The employee should read the following instructions "Proof of Purchase Documentation and Reconciliation" carefully. These instructions will help the employee manage the paperwork associated with the procurement card purchasing process.

G. Receipt of Goods & Services/Returning Item(s)

The cardholder is responsible for ensuring receipt of goods and services and follow-up with the vendor to resolve any delivery problems, discrepancies or damaged goods.

1. Returning Item(s):

Items should be returned directly to the vendor by whichever means the vendor requires. The cardholder is responsible for seeing that proper credit is posted for any returned items. (See Disputing a Transaction)

H. Proof of Purchase Documentation and Reconciliation

The procurement card will eliminate the time and effort spent on generating purchase requisitions and processing (printing, signing, mailing and filing) purchase orders.

With the authority to purchase specific goods and services comes the responsibility to maintain adequate documentation at the source of the transaction. Whenever a packing slip or sales receipt is received by a cardholder, the sales receipt should be retained until attached to a spreadsheet showing the transactions purchased and forwarded to Accounting.

Each month the cardholder will receive the JP Morgan Chase Account Statement, which will identify all of the cardholder's procurement card purchases for that month. The cardholder should review this statement to ensure that all the goods and services have been received for which there is a charge.

Adequate documentation must be maintained to record the transaction at the source. Documentation must support the legitimate business purpose of all transactions made with the procurement credit card. In addition to sales receipts and packing slips, the following are examples of supporting documentation:

- Copies of order forms or applications
- Service reports when service is provided by a vendor
- Internal order form
- Cash register receipts

As mentioned above, after reconciliation, the employee should forward the statements and all supporting documentation to the individual within his/her department who has been assigned responsibility for document management.

I. Discrepancies and Dispute Procedures

The cardholder is responsible for following up with a vendor for any erroneous charges, disputed items, or returns. A cardholder may dispute a charge that appears on their account statement. Disputed charges can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts,

duplicate charges, credits not processed, etc. The cardholder should contact the vendor first to resolve any outstanding issues. Most issues can be resolved this way.

If the cardholder is unable to reach agreement with the vendor, he/she should contact JP Morgan Chase by calling the 1-800 number on the back of the purchasing card. The employee should explain that he/she intends to dispute a charge and follow up quickly with written information. Dispute forms must be submitted within 60 days of the statement date. The cardholder's next statement will be reduced by the amount of the disputed charge until the issue is resolved. A resolution from JP Morgan Chase will appear in 90 days. In the event of an audit, the cardholder must prove that a dispute is in process.

In addition to contacting JP Morgan Chase, the cardholder should contact Accounting.

Note: By law, vendors are not permitted to bill a credit card for purchases until the items have been shipped.

J. Cardholder Purchasing Log

Each cardholder may keep a purchasing log to record transactions and help reconcile to the monthly statement. A cardholder may create one that works for him/her. The information that should be included on the log is as follows: the transaction date, merchant name, ticket price, and the method in which the transaction was made, i.e. telephone, mail order or point-of-purchase.

K. Accounting

There are no manual accounting procedures (i.e. journal entries) to support procurement card transactions.

- Each procurement card is associated with a 10 digit account #
- All merchants have a "merchant code" which is tied into the City's general ledger codes

Therefore, each procurement card transaction will be automatically billed to the 10-digit account code and the appropriate element object. The account codes can be edited if necessary.

L. Payment

The City of College Station is responsible for purchasing card payment and liability. The purchasing card will not affect the employee's personal credit in any way.

M. Lost or Stolen Procurement Cards

It is the responsibility of the cardholder to immediately report a lost or stolen procurement card. The City of College Station is liable for all transactions until the card is reported lost or stolen. A cardholder must report a lost or stolen procurement

card by phone directly to JP Morgan Chase at 1-800-270-7760 and to Accounting at x3565 or x3574 at the time of the occurrence.

Verbal reports of lost or stolen procurement credit cards must be followed in writing to the department director and to Accounting using the "Lost or Stolen Procurement Card Notification" (See Addendum). A replacement card will be issued to the cardholder within 10 days. The employee's quick response will reduce the risk of fraud.

N. Sales Tax

The City of College Station is tax exempt. The City's tax-exempt number is 74-6000534. When traveling, hotel charges, food charges and fuel charges will most likely be taxed since tax exemption applies only to sales with the State of Texas. Hotel-motel taxes, fuel taxes, etc., are also not exempted.

O. Canceling Procurement Credit Cards

To cancel a procurement credit card, the card must be cut in half and sent along with a written request to cancel the card by the cardholder to Accounting.

P. Renewal of Existing Procurement Credit Cards:

A renewal procurement card will be sent automatically to Accounting 30 days prior to the expiration date of the card. The card will in turn be forwarded to the cardholder.

Q. Misusing the Procurement Card

The procurement card represents the City's trust in the employee and his/her empowerment as a responsible employee of the City of College Station to safeguard and protect its assets. As a cardholder, each employee assumes the responsibility for the protection and proper use of the procurement card.

The following situations are a few examples of "misuse" of the procurement card:

1. Personal misuse:

- Purchases using the card for the sole benefit of the employee; clothing and food not authorized by the employee's department
- Assignment, transfer, or "loaning" of an individual card to an unauthorized person
- Use of a procurement card by a suspended or terminated employee

2. Administrative misuse:

- Lack of proper and timely reconciliation of individual cardholder account
- Card use in direct violation of acquisition goals (i.e. failure to use the procurement credit card for commodities available through contract or preferred suppliers)

Misuse of the procurement card will be handled promptly and uniformly for all cardholders. The following actions will be taken:

Using e-mail, cardholders and their supervisor will be contacted of any instance of non-compliance as they occur. If Accounting does not receive a response within two (2) business days, an e-mail will be sent to the cardholder's supervisor with a CC: to the department director. If a response is not received within two (2) business days of the second e-mail, an e-mail will be sent to the department director with a CC: to the Director of Fiscal Services and the City Manager. Based upon the severity of misuse, disciplinary measures may include personnel action up to and including termination and legal action in accordance with the terms and conditions of the Cardholder Agreement Form.

R. Procurement Card Audits

To ensure the continued success of the Procurement Card Program, periodic audits will be performed. The purpose of the audits will be to ensure that authorized policies and procedures are being adhered to by the cardholders and their respective departments.

1. Audit steps

- Reviews to ensure that Procurement Cards are used for authorized purchases related only to the City's business
- Where City agreements exist, purchases of related goods and services are procured through the designated suppliers.
- Proper documentation (in the form of receipts, packing slips, etc.) are maintained to support procurement card transactions
- Timely reconciliation of the cardholder's account is performed between the goods and services received, and the charges reported on the cardholder's statement are submitted to Accounting.

S. Conclusion

The purchasing card should be used responsibly. Since the card is issued in the employee's name, all purchases are assumed to be made by the employee. Each employee should be aware that improper use may result in disciplinary action, up to and including termination and criminal prosecution. A purchasing card log may be maintained by the department, but the original sales receipts shall be forwarded to accounting. The cardholder may be randomly audited to track purchasing and record keeping activity.

By using the purchasing card for business transactions, the employee will help save the City of College Station both time and money. We welcome your feedback and suggestions for improvement. If you have any questions, or need further assistance, please contact Accounting or Purchasing.

III. ARCHITECT AND ENGINEERING PROCUREMENT POLICY

A. Engineer and Architectural Services

All Engineer and Architectural Services will be procured as provided in Chapter 2254, Professional Services Procurement Act, V.T.C.A. Government Code, which requires the selection of the firm which is the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.

B. Criteria for Evaluation

The following criteria will be used for the evaluation of firms in the Request for Proposal (RFP) and/or Request for Qualification (RFQ) process, to meet the requirement stated above for the selection of firms to provide engineer and architectural services. The criteria used will be specific to each RFQ solicited and may not include every listed criterion. Criteria-weighting factors may be utilized to identify the relative importance placed upon these items.

1. The competence and qualifications of the individual who will be directly responsible for the proposed work based upon education and experience pertinent to the work considered.
2. Technical adequacy of the personnel and subconsultants to be utilized for the proposed work based upon education and experience pertinent to the work considered.
3. Demonstrated experience of the prime firm based upon previous work similar to that of the type considered.
4. Demonstrated success of the prime firm based upon the record of performance for City and other projects.
5. Demonstrated commitment of the prime firm to their continued involvement in project success throughout the entire period of the project life.
6. Prime firm's history of accuracy of cost estimates and ability to perform within budget constraints.
7. Prime firm's workload capability and current workload as well as the firm's history of performing work within a specified schedule.
8. The approach proposed for the design project or study.
9. Knowledge of the City of College Station administration, contracting, local contractors, codes, adopted design criteria and specifications, and local site conditions.
10. Consideration for the utilization of a prime firm or individuals that have prior experience with an existing project that is proposed for continuation or modification.

11. Demonstrated ability of key team personnel to work with City staff and/or other project managers in relation to the schedule and budget requirements, comments, suggestions, design rationale, and project alternatives.

C. Tie Procedures

If criteria “1” through “11” above result in two or more firms being rated equal, then the following tie procedure shall be utilized:

1. Local firms are preferred over non-local firms;
2. Non-local firms who associate with a local firm for the work are preferred over non-local.

D. Availability of Funds

No contracts may be entered into unless funds are available.

E. Approval Authorization

1. Any A/E services contract with a total fee amount exceeding the approval authorization granted by the Council to the City Manager, requires Council approval.
2. Standard contracts for A/E services with a total fee **not** exceeding the approval authorization granted by Council to the City Manager can be negotiated at the staff level with approval by the City Manager.

F. Request for Proposal Process

1. The RFP process is required only under the following conditions:
 - a. For A/E services on construction projects with an estimated construction cost greater than or equal to \$1,000,000.
 - b. For planning and analysis projects where the professional services fee is estimated to be greater than or equal to \$50,000.
 - c. Projects may be grouped allowing for a single RFP process to be used to hire multiple projects.
 - d. A single consultant can be hired for a group of projects or multiple firms can be selected and assigned projects from the list. The consultant list obtained by this process cannot be used for projects not stated at the time of the RFP.
 - e. The RFP process may be used to hire a program or project manager for a group projects.
2. The RFP process can be waived in cases where a proposed project is the extension or expansion of a previous project, and it is in the best interest of the City to use the same consultant because of his/her familiarity with the project.

G. Selection of Qualified Firms

1. For contracts requiring Council approval, staff will rank the proposals and negotiate a contract for services, pending Council approval, beginning with the most qualified firm. If an agreement cannot be reached, then negotiations begin with the next ranked firm. Staff will present the three top-ranked firms, along with the proposed contract for Council approval.
2. When the RFP process is not utilized, staff will make selection of a consultant, from the list of qualified service providers maintained in a file by the Purchasing Agent. This file will be utilized for individual notification when the RFP process is utilized.

H. Fees for Professional Services

In no case will the City pay unreasonable fees for professional services.

PURCHASING PROCEDURES

I. PURCHASES LESS THAN \$3,000.00

A. General Information

1. Purchase requisitions and purchase orders are not required for purchases less than \$3,000.00. Purchases may be made by directors or their respective designees, without further approval of the Purchasing Division.
2. However, this does not mean that Purchasing does not want to or will not handle purchases under \$3,000.00. Purchasing shall assist in purchasing materials regardless of how large or small the order. These procedures were developed primarily to reduce the number of purchase orders required for relatively low dollar purchases and to allow more flexibility in the purchasing process.

B. Flow Sequence for Purchases of \$0.01 to \$2,999.99

1. \$0.01 to \$2,999.99 - The Ordering Division selects the vendor, places the order utilizing the City procurement card program (see procurement card policy) or by reserving a Field Purchase Order (FPO). The ordering division places the order and/or picks up the materials.
2. If the materials are picked up by the ordering division, the Field Purchase Order number (FPO) (if applicable) shall be indicated next to the recipient's signature on the invoice.
3. The Ordering Division receives the materials, completes the F.P.O. (See Appendix C), codes the F.P.O., and sends them to Accounting within 48 hours. NOTE: This process can also be handled through "On-Line Receipts" or "Field Purchases."
4. Should a problem exist with goods received which would warrant a delay in payment, Accounting must be notified within 48 hours, by memo or receiving report, describing the problem and requesting a "hold" on the invoice until the problem is resolved. Accounting shall be informed as to any status change of the order by the division that received the goods.
5. Accounting matches the F.P.O. with the invoice and pays the invoice.
6. A copy of the invoice is attached to a copy of the check and filed in the permanent paid file by check number.

II. PURCHASES OF \$3,000.00 TO \$25,000.00

A. General Information

1. Three (3) or more competitive quotes are required on all purchases of \$3,000.00 or more. These may be telephone quotes (Appendix L).

2. All purchases of \$3,000.00 or more shall require a purchase requisition initiated by the head of the Department or division (or their designee) whose appropriation will be charged, and a purchase order approved by the Purchasing Manager (or designee). No contract or order shall be issued to any seller unless and until the Director of Fiscal Services or his designee certifies that a sufficient unencumbered appropriated balance is available to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. Inclusion in an approved budget does not automatically entitle a City department to the equipment, supplies or materials requisitioned. Council approval is not required.
3. The purchase requisition must be completely filled in (either by the Department or Purchasing) with all known information -- including quantity, description, account code, unit price, total price, delivery, freight and payment terms. Also, it should be accompanied by copies of at least three (3) competitive quotes. (See Appendix L). Should only estimated prices be available, each price should be clearly marked "est.". In the instance that only estimated prices are available, a maximum amount for each item must be established and so noted on the purchase requisition.
4. If the Purchasing Division is to obtain pricing, it will be necessary to fill in only the quantity and complete description of the items to be ordered. Quotations will be obtained by Purchasing. (See Appendix D).
5. The City is required to contact at least two historically underutilized businesses (HUBs) when making expenditures of more than \$3,000 but less than \$25,000. Two HUBs must be contacted on a rotating basis, based on information provided by the General Services Commission pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business within Brazos County, the City is exempt from this section. The list of Brazos County HUBs may be found on the General Services Commission website at www.gsc.state.tx.us
6. The vendor should be informed of the correct "bill to" and "ship to" addresses and reminded to show the purchase order number on the invoice to avoid a delay in payment.
7. Under no circumstances should a vendor be instructed to send an invoice to the attention of anyone other than the Accounting Division. Should an invoice be received by anyone other than accounting it should be immediately forwarded to the Accounting Division.
8. Invoices reflecting dates earlier than the purchase request and certification of funds will not be processed for payment and will be referred to the Director of Fiscal Services for appropriate action.

B. Flow Sequence for Purchases of \$3,000.00 to \$25,000.00

1. The user Division sends an automated purchase request to the Purchasing Division with minimum requirements, required delivery dates, and quantities.

2. Purchasing certifies the availability of funds, appropriateness of account code(s), and solicits competitive bids.
3. Purchasing assigns a purchase order number and places the order.
4. After the materials are received, the Department enters an automated receiving report. The department then forwards all other receiving information, i.e.: delivery ticket, packing slip, and freight bill, if applicable, within 2 business days to the Accounting Division.
5. Should a problem exist with goods received which would warrant a delay in payment, Accounting must be notified within 2 business days by memo or receiving report, describing the problem and requisitioning a "hold" on the invoice until the problem is resolved. Accounting shall be informed as to any status change of the order by the division that received the goods.
6. If one or more items are back-ordered (i.e., only a portion of the items are received in a shipment), only the quantities and items received should be entered on the receiving report.
7. Accounting pays the invoice and files a copy of the check and invoices in the permanent paid file.

III. PURCHASES OF MORE THAN \$25,000.00

A. General Information

1. Purchases of more than \$25,000.00 must be expressly approved in advance and require legal advertising and formal sealed bids.
2. Each year the newly approved service level adjustments in the budget will be reviewed and items that can be combined for volume purchases will be grouped together and purchased based on the availability of funds and priority needs of the various divisions.
3. The Division for which the items are budgeted will be responsible for preparing or aiding Purchasing in development of specifications.
4. The user division or review committee submits specifications to Purchasing.
5. Purchasing assigns the bid package a number or groups it with other items already in a bid package. Bid packages are assigned numbers in ascending numerical sequence preceded by a two digit number identifying the current fiscal year (e.g. 01-51, 02-53, etc.).
6. Purchasing prepares the Invitation to Bid, legal ad(s), and bidder mailing lists. In conjunction with the department, purchasing will set the advertising dates and schedule the bid opening date and time.
7. Purchasing will receive the bids and place them in a locked file until the date of the bid opening at which time they will be presented to the Purchasing Manager and/or Buyer as appropriate.

8. The bid openings will be conducted by the Purchasing Manager, Buyer or Director of Fiscal Services and will take place in the Council Room or a designated Conference Room unless otherwise specified.
9. The Purchasing Division will prepare a tabulation for each item or group of items following the bid opening and consult with each Division Manager involved in order to arrive at a mutual agreement for recommendation.
10. In the event an agreement cannot be reached between the Division Manager and Purchasing, then the Director of Fiscal Services, the Department Head, the Division Manager and the Purchasing Manager will meet jointly to resolve their differences of opinion. In the event no conclusion is reached, the City Manager will determine the recommendation.
11. The Department will submit an electronic requisition for Buyer processing.
12. Exceptions to this procedure may include funded agencies expressly budgeted and approved by Council in the Budget process. Also, purchases made through an executed Interlocal Agreement that have been expressly approved and budgeted, i.e.: computer purchases, fleet replacements, and service level adjustments (SLA) may not require Council approval.

B. Flow Sequence for Purchases of \$25,000 to \$50,000

1. A City Manager Approval Form (Appendix M) must be completed after bids have been opened and tabulated. This form must provide the City Manager with enough information to make an informed decision regarding the approval of requested purchases. At a minimum this information should include: summary information of purchase request, background information, number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation. This form is approved by the Department Director, Purchasing, and the City Manager.
2. Upon approval by the City Manager, Purchasing will prepare and issue the Purchase Order(s) and place the orders with the appropriate vendors.
3. All other procedures outlined in Section III, Paragraph A shall apply to purchases in this category.

C. Flow Sequence for Purchases greater than \$50,000

1. After the bids have been opened and tabulated, the Department is responsible for preparing the agenda coversheet and contract resolution (if applicable). Purchasing will prepare coversheets for inventory and multi-departmental purchases.
2. Bids, contracts, and all expenditures greater than \$50,000 must be presented to the City Council for approval. The only exception(s) are those items specifically approved in the budget ordinance for fleet and computer purchases made through established interlocal agreement(s).

3. Upon approval by the City Council, Purchasing will prepare and issue the Purchase Order(s) and place the orders with the appropriate vendors.

IV. CONTRACT ROUTING PROCEDURES

A. General Information

All contracts, whether they have been competitively bid or not, require the approval of the Legal office, Director of Fiscal Services, and the City Manager. Contracts greater than \$50,000 require the Mayors signature. All contracts must be routed using the Contract Routing Form (see Appendix F). A City Manager Approval Form should also be attached for all contracts \$50,000 and less. The agenda coversheet should be attached for all contracts over \$50,000.

B. Standard Form of Agreement

The terms, conditions, and provisions reflected in the standard contracts [located P:\group\legal] have been approved by Council. When using these contracts, it is not necessary to attach the contract to Council coversheets as supporting material. A resolution for Councils approval of the contracts should be submitted along with coversheets and approved by Legal in lieu of the completed standard contract.

C. Non-Standard Contracts

Purchases where there may not be an applicable standard contract or contracts that have been modified must be presented to the Contract Review Committee (CRC). Upon approval of the CRC, the complete document must be presented to Council for approval.

In either case, it is required that the contract be executed by the contractor prior to Council approval. The contract must be signed, dated, notarized and all applicable certificates of insurance must be attached before the contract is presented to Council for approval.

Appendix E provides a detailed flow chart for contract routing procedures.

V. CHANGE ORDERS

A. General Information

If changes in plans or specifications are necessary after the contract has been executed, a change order is required. A change order form (Appendix G) shall be completed for all written contract documents.

B. Changes to Work Performed, Materials, Equipment or Supplies

If the change order involves an increase or decrease of \$25,000 or less, the City Manager may approve the change order request. The original contract price may not increase by more than 25 percent. The original contract price may not be decreased by more than 25 percent without the consent of the contractor.

C. Changes to Professional Services

Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount of the original contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work.

VI. HIGH TECHNOLOGY PURCHASING PROCEDURES

Solicitations for high technology procurements may be solicited through a request for proposal. The request for proposal shall specify the relative importance of price and other evaluation factors. High technology is defined as information processing equipment, software, telecommunications equipment, radio and microwave, electronic distributed control systems and the technical services related to such equipment.

VII. ACQUISITION OF COMPUTER RELATED EQUIPMENT AND SUPPLIES

A. Requests

1. All requests for computer equipment, software and related services or supplies should be submitted to the Office of Technology and Information Services (OTIS) for review and technical evaluation. OTIS will review each request for compatibility with other hardware and software and will investigate alternatives. Whenever possible, OTIS will provide the requesting department with written recommendations and comments within three (3) working days of receiving the request. No purchase orders for computer related equipment or supplies will be processed by Purchasing without OTIS approval.
2. If it is determined that a response cannot be provided within three (3) working days, OTIS will so notify the requesting department upon receiving the request or as soon thereafter as possible.

Recommendations and comments will include but not be limited to:

- a. Additional costs incurred because of the purchase;
- b. Compatibility considerations;
- c. Cost effectiveness of the request; and
- d. Alternatives that would effectively meet the users' needs.

B. Placing the Order

After all questions have been resolved, OTIS will prepare the necessary purchase requests, all required signatures will be obtained, and purchase orders secured. As soon as the purchase orders have been printed and received, OTIS will place the orders.

C. Exceptions

Exceptions to the above process will occur when:

1. OTIS is unable to respond to a request within three (3) working days, or
2. The request is of an emergency nature and/or the purchase is to be made with funds from the requesting department's operating budget.

In either case, the user department should provide OTIS with information needed to update the database of hardware and software installed throughout the City. (This is very important, since the database is used to determine the funding level for the Microcomputer Replacement Fund.)

D. Purpose

Handling automated information system related purchases in this manner will:

1. Standardize the type and quality of equipment in the City's inventory;
2. Help ensure that purchases are made with a minimum of delay and confusion;
3. Facilitate tracking of requests and help expedite the purchasing process;
4. Assist OTIS in maintaining accurate inventories for insurance and other purposes;
and
5. Contribute to the most effective use of City resources.

E. Appeal

If the requesting department disagrees with the recommendations of OTIS, they may either request that additional alternatives be developed or submit the request to the MIS Steering Committee for disposition. In such instances, the decision of the Steering Committee will be final.

F. Major Purchase Approval

Prior approval of the MIS Steering Committee will be required for all major computer related purchases. The committee will establish and/or revise such procedures as may be necessary to ensure that the acquisition of computing products is handled in an effective and efficient manner.

VIII. EMERGENCY PURCHASING PROCEDURES

Competitive bids and advertising for all bids shall be required, except in the case of public calamity, where it becomes necessary to act at once to appropriate money to relieve the necessity of the citizens of College Station, or to preserve the property of the City of College Station, or when it is necessary to preserve or protect the public health of the citizens of College Station, or in the case of unforeseen damage to public property, machinery or equipment. Any of the aforementioned conditions shall constitute an emergency.

A. Emergency Purchases Up to \$25,000

Emergency purchases up to \$25,000 shall be executed by the Purchasing Division upon the authority of the Director of Fiscal Services. Competitive bids shall be solicited in the most suitable manner from at least three (3) sources if available and time permitting. The Department Head shall provide purchasing with a memo outlining the necessity for the emergency Purchase. Purchasing will advise the City division facing the emergency of the bids received and request the recommendation. Advertising for bids is not required.

B. After-Hour Emergencies

When emergencies occur outside of normal working hours, emergency purchases will be completed by the department involved. Competitive quotes will be solicited by telephone from known suppliers, to the extent permitted by the emergency circumstances. A purchase request, along with quotation data and a memo outlining the necessity for the emergency purchase shall be delivered to the purchasing division by the requesting department as soon as normal working hours resume. The requisition should be clearly marked "EMERGENCY PURCHASE".

C. Emergency Purchases of \$25,000.00 or Greater

Emergency purchases of \$25,000 or greater shall be ratified by Council. These purchases must be exempt from competitive bidding as allowed in Local Government Code, Chapter 252.022; (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; or (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents; or (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

IX. REVERSE AUCTION PROCEDURES

The City of College Station may use a reverse auction procedure in place of any other applicable contracting method. Reverse auctions are a real time bidding process that takes place at previously scheduled time(s) and Internet location(s), in which multiple

suppliers, anonymous to each other, submit bids to provide the designated goods or services. The process can be completed in less than one hour or as long as two weeks, but the time and location must be previously determined and properly advertised.

X. ALTERNATIVE PURCHASING PROCEDURES FOR CONSTRUCTION RELATED PROJECTS

A. General Information

The alternative purchasing methods in this section are not intended to replace the traditional competitive bidding procedures but rather offer additional options for purchasing construction services. The new alternative methods are available to procure contracts for the construction of a project which qualifies as a "facility". A facility is defined as buildings, the design and construction of which are governed by accepted building codes. It does not include such projects as roads, streets, bridges, highways, utilities or buildings that are incidental to projects that are primary civil engineering construction projects. The City Council or their designated representative must first determine which method provides the best value for the City. This must be done before advertising for bids or proposals has begun.

B. Best Value Bids

Under this method the City is no longer required to award a construction contract to the "lowest, responsible bidder". The City may, in its discretion, develop best value criteria that will be used in the evaluation of bids received. This weighted criteria must be published in the request for bids, proposals, etc. Some established criteria might include:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the City's needs;
5. the vendor's past relationship with the City;
6. the impact on the ability of the City to comply with rules relating to historically underutilized businesses;
7. the total long-term cost of the City to acquire the vendor's goods or services; and
8. any other relevant factor(s) specifically listed in the request for bids or proposals.

Note, however, that the contract must be awarded at the bid amount offered by the bidder who is considered to offer the best value.

C. Competitive Sealed Proposals

In the competitive sealed proposal method, the City must first hire an independent architect or engineer to prepare construction documents (if the City does not employee, as a full time employee, an individual to perform this service). The City prepares a Request for Competitive Sealed Proposals (RFCSP), which includes

construction documents, estimated budget, project scope, schedule, and other information contractors may need to respond to the request. The City must also state the selection criteria and relative weighting of the criteria that will be used to select the successful offeror. The City must publicly open and read aloud the proposals, including price information if such was required, and evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening. The City negotiates first with the highest ranked offeror. If the two parties are unable to reach an agreement, the City must inform the offeror in writing that negotiations have ended, and negotiations may begin with the next ranked offeror.

D. Construction Manager - Agent

A construction manager - agent (CMA) provides consultation to the City regarding construction, both during and after the design of the facility. A CMA acts as an overseer on behalf of the City, when the City may not have the in-house expertise and/or sufficient staff and/or sufficient time to effectively oversee a construction project. A CMA is intended to represent the City in a fiduciary capacity, and may not self-perform any portion of the actual design or construction of the project. Responsibilities of the CMA may include on-site management, administrative personnel, insurance, bonds, equipment, utilities, and incidental work, including minor field labor and materials. Prior to or concurrent with the selection of a CMA, the City must hire an architect or engineer to design the project. Both the CMA and the architect/engineer must be selected on the same professional services procurement rules provided for in the Professional Services Procurement Act GC 2254.004. Under the CMA method, the City would be responsible for contracting with trade contractors and subcontractors.

E. Construction Manager-at-Risk

A construction manager-at-risk (CMAR) assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price in the same manner as a general contractor; but also provides consultation to the City regarding construction during and after the design of the facility. The City may select a CMAR utilizing a one-step process or a two-step process. In both processes, the City must evaluate and rank the offers according to the published criteria within 45 day of their being opened. The one-step process allows you to consider both qualifications and pricing in the request for proposal. In the two-step process, the City issues a Request for Qualifications, which may be identical to the RFP, except that no cost or price information may be requested initially. In the second step, the City would select no more than five (5) offerors to provide additional information, which may include proposed fees and prices for completion of the terms of the agreement. The CMAR contracts directly with the selected trade contractors and subcontractors and is required to advertise for bids in the same manner that the City would be required to if the City was contracting directly with the subcontractors.

F. Job Order Contracting

The job order procurement method may be used when the contract is for minor repair, rehabilitation or alteration of a facility; the work called for by the contract is of a recurring nature, but delivery times and quantities are indefinite; and the orders are awarded substantially on the basis of pre-described and pre-priced tasks.

Examples of the type of work that would qualify for this procurement method include: ceiling tile replacement, door hanging, carpet replacement, repainting, etc. The City must properly advertise for and publicly open sealed proposals for job order contracts. The City may award job order contracts to one or more of the offerors in the same solicitation. The City is not required to award the contract to whoever submits the lowest rates. Instead the City may award on the basis of a combination of price and other factors including: experience, past performance, proposed personnel, methodology, safety record, and other appropriate factors.

Specific work projects under the contract are authorized by execution of a work order. The order may be a fixed price, lump sum order, or a unit price order based on estimated quantities. If the amount of the individual work order(s) are in excess of \$25,000, then the contractor must post a payment bond on the work order. If the work order is \$100,000 or more, a performance bond is also required. Note, that the bonds are provided on each specific job order and not on the overall job order contract.

G. Design-Build

Once the City has decided that the design-build is the best procurement method to use, a request for qualifications and design criteria package is required. The procedure for the selection of a Design-Builder is always a two-step process: Phase One - evaluate statements of qualification; Phase Two - selection process whereby firms are ranked on the basis of criteria established in the RFQ and contract negotiations begin with the top ranked firm. Under this type of construction contract procurement, the City must award a single contract to a firm who both designs and constructs the facility. The design-build team contracts directly with the trade contractors or subcontractors, and assumes complete responsibility for both the design and construction of the project.

WAREHOUSING POLICIES AND PROCEDURES

I. WAREHOUSING POLICIES

A. Stocked Commodities

Only those commodities that are repeatedly used and/or can be purchased and stocked more economically than purchased on an as used basis shall be stocked.

B. Inventory Control

Inventory control policies shall be established as needed in order to:

1. Provide for minimum inventory investment and maximum inventory turnover commensurate with minimum stocks (not having the materials in the warehouse);
2. Establish safe stock levels, reorder points and quantities ordered aimed at insuring against stock-outs;
3. Maintain a perpetual inventory system to facilitate charges to user departments and a history of usage by item as well as control on selected items;
4. Advise Purchasing of supplier delivery performance, quality problems incurred by user departments, and suggestions on economical material substitution.
5. Monitor and make recommendations on economic use of materials by user departments.

C. Lead-Time

User Departments shall provide advance information on equipment, material and supply requirements to allow sufficient lead-time to facilitate timely and orderly delivery of commodities. (Lead-time is defined as the time elapsing between placement of the order and the delivery of materials.)

II. WAREHOUSING PROCEDURES

A. Inventory List

An inventory list of all items centrally warehoused is available by inquiry on the automated inventory control system. Items may be added or deleted and inventory levels adjusted up or down by contacting Purchasing.

B. Ordering Supplies

The person ordering supplies will notify the Warehouse Supervisor by interdepartmental mail, fax, telephone, or in-person with a list of the items needed. The items are recommended to be ordered directly via the automated inventory control system. Contact Purchasing for instructions. The supervisor or warehouse staff delivers daily, Monday through Friday (unless being picked up). Only authorized personnel will be issued supplies.

LEGAL REQUIREMENTS

In addition to the Purchasing and Warehouse Policies and Procedures already presented, several other provisions of the City of College Station Charter and Texas Statutes, as well as administrative policies, apply to the purchasing and warehouse functions.

I. CITY ATTORNEY APPROVAL

A. Review by the City Attorney

The City Attorney shall review all documents, contracts, and legal instruments in which the City may have an interest (City Administrative Policy). Departments should allow at least ten (10) days for the review of changes to standard contracts and at least thirty (30) days for the review of all other non-standard documents.

B. Previously Reviewed Terms and Conditions

Purchase orders, supply agreements and contracts containing only City of College Station standard terms and conditions, which have once been approved by the City Attorney, are considered to have been reviewed by the City Attorney.

C. Approval by the City Attorney

Equipment, materials, supplies and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance.

II. INTERLOCAL COOPERATION

The Interlocal Cooperation Act, Chapter 791 of the Government Code authorizes local governments to enter into cooperative purchasing agreements with other jurisdictions such as Independent School Districts and Counties (Local Government Code 271, Subchapter F). Furthermore, LGC 271, Subchapter D provides for the extension of state contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

III. PROMPT PAYMENT ACT

Chapter 2251 of the Government Code stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received, whichever is later. This acts also requires that when payment is not made as

required, the City shall automatically add interest to the payment at the rate of one percent per month.

IV. BONDING

Chapter 2253 of the General Government Code requires bonds for payment and performance of contracts on certain public works projects, and sets the standards for when the bonds are required and the amount of the bond.

V. PROFESSIONAL SERVICES PROCUREMENT ACT

Chapter 2254, VTCA Government Code states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by law.

VI. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES

Local Government Code, Chapter 252 has the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain municipal charter provisions prevail over the statute. It covers areas such as awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for high tech items, and criminal penalties for violation of the chapter.

PROTESTS, CONTESTED BIDS

I. NOTICE OF PROTEST

If a department is contacted by a vendor wishing to protest the advertising of bid notices, deadlines, bid openings, or alleged improprieties or ambiguities in the specifications, the department should contact either the Purchasing Manager or instruct the vendor to contact the Purchasing Manager. The Purchasing Manager will attempt to determine the reasons behind the potential protest, and if unable to satisfy the vendor, will instruct the vendor to prepare a written protest. The written protest should:

- a. Include both the name and address of the protestor, as well as the vendor they represent, if different;
- b. Identify the bid number and the item; and
- c. Contain a statement of the grounds for protest and any supporting documentation.

II. STAFF REVIEW

Protests must be submitted not later than three (3) days from notice of award (posted Council agendas). A decision and response to the protest will be prepared by the Purchasing Manager, in consultation with the department and the City Attorney, within ten (10) days of receipt of the protest. The response to the protest will include information regarding the appeal of the staff determination to the City Council. Within the ten-(10) day time period, the City will:

- a. Allow for an informal conference on the merits of the protest with all interested parties;
- b. Allow for reconsideration if data becomes available that was not previously known, or if there has been an error of law or regulation;
- c. Render a decision supporting or canceling the award, such decision shall be in the form of a staff recommendation.

III. APPEALS

If the protesting vendor does not agree with staff recommendation, they may pursue the following appeal channel:

Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.

INSPECTING, TESTING, RECEIVING

Departments should contact the vendor, or Purchasing Division, if materials and/or services are not received or performed by the due date. Always keep the Purchasing Division apprised of the situation.

I. INSPECTING

Since there is no central receiving point, each department is responsible for receiving commodities and services. Any shortages, late deliveries, damaged merchandise or other problems relating to the vendors' performance should be reported to the Purchasing Division as soon as possible. Initially, affected Departments should call the Purchasing Division, and follow up with a written explanation of the situation utilizing the Vendor Performance Form found on the network [P:group/purchasing/forms] (see Appendix N).

A. Inspection

When receiving ordered goods, the user will conduct an initial inspection of the merchandise to determine its condition. A comparison is made of the goods received against the product specifications. Once a determination has been made that articles(s) received meet specifications and are not damaged, an electronic receiving report should be initiated.

B. Damage

1. **Visible damage:** If freight is visibly damaged, receiving personnel should instruct the freight line driver to:
 - a. Note the damage on the freight bill; and
 - b. Sign the freight bill.
2. **Concealed damage:** If there has been concealed damage, save the shipping cartons. Notify the freight line and request an "inspection report of concealed damage." The receiving report should note the damage also.
3. **Packing Materials:** All boxes and packing materials should be kept in the event of visible or concealed damage freight shipments.

C. Reporting Damage

Damaged freight should always be reported to the freight line, within the same day of the delivery, if possible.

D. Returns

Damaged supplies, equipment, or materials should not be returned to the freight line, or the vendor. If the vendor requests return of the items, the Purchasing Division should

be notified. The items should be returned after determining that a claim has been filed, and that authorization has been given by the vendor and/or Purchasing Division.

II. TESTING

Arrangements for the utilization of outside testing laboratories will be made by the Purchasing Division. Payment for testing will normally be made from the requesting departments' budget; however, if the test reveals non-spec material has been supplied the vendor will pay for the testing or face disqualification from future bidding.

III. RECEIVING

All materials and equipment received in poor condition, damaged, or noncompliance with the contract, should be reported to the Purchasing Division in writing as soon as possible. All relevant documentation should be retained by the department. The Purchasing Division will notify the vendor, and prescribe corrective action.

Departments shall pay particular attention to the delivery ticket, and how it matches the City of College Station Purchase Order. The employee receiving the materials must verify that all items were shipped as stated on the delivery ticket prior to electronically receiving the goods. Once the goods have been received electronically and a valid invoice has been received in Accounting, the vendor will be paid.

IV. INCOMPLETE/PARTIAL ORDERS

In the event an order is incomplete, the department should make the inquiry for scheduled shipment of the remaining order or contact the Purchasing Division to make that inquiry.

INVOICES

The Accounting Division is centralized and includes Accounts Payable, Accounts Receivable, and Payroll. Accounts Payable processes all invoices and payments. This area is under the Director of Fiscal Services.

Vendors are requested to submit invoices to the attention of:

***City of College Station
Accounting Division
1101 Texas Avenue
P.O. Box 9973
College Station, TX 77842-9973***

A purchase order (PO) number or field purchase order (FPO) number shall be noted on all invoices.

FIXED ASSETS

The purpose of the following policies is to allow for the proper control over the City's investment in fixed assets. The City currently has an investment of over 184 million in capital fixed assets.

I. DEFINITION OF FIXED ASSET

Fixed assets are items of property that are tangible in nature, have an economic useful life of three years, are not repair or supply items, and have a significant value. They are not intentionally acquired for resale, nor are they readily convertible to cash.

II. CRITERIA

Property with a useful life of three years and a purchase cost of at least \$3,000 shall be capitalized.

III. ACQUISITION OF FIXED ASSETS

Fixed assets shall be recorded at original (historical) cost. Original cost shall include both the purchase price or construction cost of the asset and any other necessary and reasonable costs incurred to place the asset in service in its intended location. In the event that the original cost is not available, assets will be valued in accordance with professional appraisal standards to estimate original cost.

IV. CAPITAL LEASES & OPERATING LEASES

A. Capital Leases

A lease shall be classified as a capital lease and capitalized if it meets one or more of the following criteria:

The lease transfers ownership of the property to the lessee by the end of the lease term

1. The lease contains a bargain purchase option
2. The lease term is equal to 75% or more of the estimated economic life of the leased property.
3. The present value of the minimum lease payments at the inception of the lease equals at least 90% of the fair value of the leased property

B. Operating Leases

A lease that fails to meet any of the above criteria shall be classified as an operating lease and recorded as an expense.

V. GRANT FUNDED ASSETS

Fixed assets, acquired in whole or in part with grant funds, shall be controlled and accounted for in accordance with the *Federal Government Office of Management and Budget (OMB) Circular A-102 9, revised, A-87, “Cost Principles for Grants to State and Local Governments”*, as well as requirements outlined in the “*Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Regulations)*”, as published in the *Code of Federal Regulation (CFR)*, subject to the specific requirements of the individual grantor agencies.

VI. DEPRECIATION OF FIXED ASSETS

Depreciation shall be calculated and recorded for depreciable fixed assets in the City’s proprietary funds.

VII. ASSET TAGGING

The Accounting Division shall be responsible for assigning, recording, and affixing identification (tag) numbers to all fixed assets.

VIII. INVENTORY

Departments shall maintain accountability for their equipment by conducting physical inventories under the coordination of the Fixed Asset Accountant in the Accounting Division. Should reconciliation of the asset counts and the fixed asset system reveal discrepancies, it is the Departments responsibility to investigate the matter and notify Accounting of their findings.

IX. RECORDS MAINTENANCE

Fixed asset records shall be maintained for the life of each asset and retained in accordance with State and City requirements for the retention of accounting records.

DISPOSITION OF ABANDONED OR UNCLAIMED PROPERTY; DISPOSITION OF SALVAGE OR SURPLUS PROPERTY; AND DISPOSITION OF SEIZED WEAPONS, EXPLOSIVE WEAPONS, OR OTHER PROHIBITED CONTRABAND; ACCEPTANCE OF DONATED PROPERTY

I. ABANDONED OR UNCLAIMED PROPERTY

A. Code of Criminal Procedure

The disposition of abandoned or unclaimed property shall be made in accordance with Article 18.17 of the Code of Criminal Procedure as it may be amended from time to time.

II. SALVAGE OR SURPLUS PROPERTY

A. Definitions

1. Salvage Property - personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
2. Surplus Property - personal property that:
 - a. is not salvage property or items routinely discarded as waste;
 - b. is not currently needed by the City,
 - c. is not required for the City's foreseeable needs; and
 - d. possesses some usefulness for the purpose for which it was intended.

B. Disposition

1. General
 - a. It shall be the intent of this section to dispose of salvage or surplus property within 30 days of identifying it as surplus; 180 days for vehicles and/or heavy equipment. This will maximize value of salvage and surplus property by avoiding hidden costs such as storage, maintenance, and obsolescence.
 - b. A Department that determines it has surplus or salvage property shall inform the Finance Department of the property's kind, number, location, condition, original cost or value, and date of acquisition.
 - c. No transfer of salvage or surplus property with a fair market value greater than \$50,000, other than transfers among city departments, shall be made unless it is first approved by the City Council.
 - d. It is a violation of City Charter, Section 131 "Personal Interest" for any member of the City Council or any officer or employee of the City to purchase or bid on City salvage or surplus property.
2. Method of Disposal
 - a. Direct Transfers to Other City Departments
During the first five (5) business days after surplus property is identified, the Finance Department shall make available the reported surplus property to any

City Departments. It shall remain available for direct transfer to other City Departments until final disposition or sale. The Finance Department will coordinate the transfer directly to another City Department on a first come - first serve basis.

b. Transfer to Other Governmental Entities

If no City Department requests the transfer of City salvage or surplus property within five (5) business days after such property is made available to City Departments, such property may be transferred to another governmental entity. The Finance Department shall establish a fair market value that the government entity will be required to pay prior to the transfer. The Finance Department will coordinate the transfer to another governmental entity on a first come - first serve basis.

c. Direct Sale to Public

If no City Department or governmental entity acquires the salvage or surplus property within ten (10) business days after such property is made available to governmental entities, the Finance Department may dispose of the property by sale directly to the public. This may be accomplished by (but not limited to) public auction, internet auction, or competitive bids.

3. Notice

Notice of available surplus property may be posted on the City's intranet, the City's website, or in the case of sealed competitive bids or live public auctions, the notice must be published at least 10 days prior to the sale but no more than 30 days before the date of the sale.

4. Record

The Finance Department shall keep a record of each item of surplus or salvage property sold and the sale price of each item. The City shall maintain a record of each disposed item in accordance with the City of College Station Cod of Ordinances, Section 27 "Records - Retention, Disposition and Microfilming", as it may be amended from time to time.

5. Proceeds

The Finance Department shall deposit the proceeds from the sale of salvage or surplus property in the City treasury to the credit of the general fund or the fund from which the property was purchased.

6. Exceptions

a. Civic and Charitable Organizations

The Finance Department may dispose of the property by donating the property to a civic or charitable organization if the Purchasing Division undertakes to sell the salvage/surplus property and is unable to do so because no bids are made.

b. Fleet

The inter-departmental transfer of vehicles and heavy equipment shall be coordinated by the Fleet Manager and will be made available to other local governments and/or the public in the same manner listed above only after the Fleet Manager has exhausted the equipment's useful life by transferring it to other City Departments and/or declaring it salvage or surplus.

c. MIS

The inter-departmental transfer of computer and high technology items shall be coordinated by the MIS Director and will be made available to other local governments and/or the public in the same manner listed above only after the MIS Director has exhausted the equipment's useful life by transferring it to other City Departments and/or declaring it salvage or surplus.

d. In unique circumstances, in the sale of surplus property, the term and provisions of this section may be varied by resolution of the City Council.

III. DISPOSITION OF SEIZED WEAPONS, EXPLOSIVE WEAPONS, OR OTHER PROHIBITED CONTRABAND

A. Disposition of Gambling Paraphernalia, Prohibited Weapon, Criminal Instrument, and Other Contraband

The disposition of gambling paraphernalia, prohibited weapon, criminal instrument, and other contraband shall be made in accordance with Article 18.18 of the Code of Criminal Procedure as it may be amended from time to time.

B. Disposition of Explosive Weapons and Chemical Dispensing Devices

The disposition of explosive weapons and chemical dispensing devices shall be made in accordance with Article 18.181 of the Code of Criminal Procedure as it may be amended from time to time.

C. Disposition of Seized Weapons

The disposition of seized weapons shall be made in accordance with Article 18.19 of the Code of Criminal Procedure as it may be amended from time to time.

D. Exceptions

All weapons prohibited by the Penal Code of the State of Texas which are not being held as evidence in any pending cases filed of record and have been ordered by a Judge to be destroyed or which the Chief of Police (in his determination) requests destruction shall be destroyed in the presence of two (2) police officers of the rank of lieutenant or higher. A record of the destruction listing the make, model, type and serial number of the property, together with the date, time, place and manner of destruction shall be kept for at least one (1) year. This section shall not apply to (a) weapons which the Chief of Police of the City has determined to be serviceable or useful; (b) weapons which the Chief of Police has determined would be appropriate for display purposes; (c) weapons which have been classified as antique or collectors items by a qualified expert in the weapons field, shall be advertised as such and sold by public auction as provided in this article. The Chief of Police shall determine and select a qualified expert in the firearms field to classify such weapons.

IV. ACCEPTANCE OF DONATED PROPERTY

Any donation or gift offered to the City must be approved in writing by the Director of Fiscal Services prior to acceptance. The determination to accept or reject the donation will be based upon the best interest of the City, considering such things as projected operating, maintenance and insurance costs. Solicitations for donations to the City must be approved by the respective Department Head, prior to the actual request being made.

APPENDICES

Appendix A.....	ITB Standard Terms and Conditions
Appendix B.....	RFP Standard Terms and Conditions
Appendix C.....	Sample FPO (Field Purchase Order issued by Department)
Appendix D.....	Sample PO (Purchase Order issued by Purchasing Division)
Appendix E.....	Flowchart for Contract Routing
Appendix F.....	Contract Routing Form
Appendix G.....	Change Order Form
Appendix H.....	Procurement Card Application
Appendix I.....	Procurement Card Cardholder Agreement
Appendix J.....	Sales Tax Exemption Certificate
Appendix K.....	Fixed Asset Change Form and Instructions
Appendix L.....	Telephone Quote Sheet
Appendix M.....	City Manager Approval Form
Appendix N.....	Vendor Performance Form

APPENDIX A

ITB STANDARD TERMS AND CONDITIONS



City of College Station
1101 Texas Avenue
College Station, TX 77840
www.ci.college-station.tx.us

**SPECIFICATIONS FOR
ANNUAL BLANKET ORDER OF _____
BID #02-____**

BID OPENING DATE: _____, 2002 @2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until _____ 2002, at _____. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to _____, Purchasing Services Division, (979) 764-_____. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for _____ with the following Conditions of Bidding and those described in Attachment A. **This bid contains City's standard contract terms, conditions and insurance requirements (Attachment B).**

SPECIFIC TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of College Station, Texas.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Receipt of Bids

Bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. **Faxed bid responses are not acceptable.**

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed.

Standard Contracts

Should this bid include any of the City's Standard Contracts (Attachment B), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to City. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost to the City to acquire the bidder's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

In the event that there are any discrepancies in unit price and total, unit price will prevail. Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening..

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

Upon completion of the term of the original contract, the contract may be extended annually upon mutual agreement of both parties.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The City will not be liable for payment of invoices received six (6) months after order completion.

SPECIAL PROVISIONS**Assembly**

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document.

Bid Literature

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Delivery

All deliveries are to be made F.O.B. City of College Station, ATTN Central Receiving, 1601 Rock Prairie Road, College Station, TX 77845, during regular working days, and between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested by the City.

Pricing

Bid prices on specific, immediate commodity/service requirements shall remain firm for a minimum of ninety (90) days. Annual blanket purchase order bid prices shall remain fixed and firm for a minimum period of one (1) year, the initial contract period.

Quality

The equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Quantity

Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Vendor's Sales Territory

City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

SPECIFICATIONS**QUOTATION**

<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
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GRAND TOTAL	\$ _____
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TITLE OF BID

BID #02-

FOB: College Station, TX

DELIVERY DATE: _____ (calendar days)

TERMS: Net 30

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30

(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____ % 10 days

(e. g. 1% 10 days, 2% 10 days)

AND/OR (circle one)

3) PROCUREMENT CARD PROGRAM _____ yes _____ no

This payment method would allow for vendor payments to be made within 24 hours of use by City through City's Procurement Card Program provider).

--If "yes" discount offered: _____ % (e.g. 1%, 1 ½%, 2%)

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF BID #02-__

Attachment A
City of College Station
General Bid Provisions

1. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
2. The term "Owner" as used throughout these documents will mean The City of College Station, Texas.
3. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal.
4. Formal advertised bids indicate date and time by which the bids must be received in the Purchasing department. Bids received after that time will be returned unopened to the bidder.
5. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be compiled with/without exception.
6. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reflect any and all bids by reason of this request.
7. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.
9. All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
10. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 7) Unauthorized alteration of bid form. Owner reserved the right to waive any minor informality or irregularity.
11. Whenever in this invitation, any particular materials, process and /or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."
12. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.
13. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
14. Prices should be itemized. The Owner reserves the right to award by item or by total bid. if there are discrepancies between unit prices and extension, the unit price will prevail.
15. No freight or delivery charges will be accepted unless shown on bid.
16. Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
17. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
18. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
19. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
20. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
21. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
22. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

BID NOTIFICATION REQUEST FORM

The City of College Station is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. In an effort to better serve our customers, the Purchasing Department would appreciate your taking the time to answer the following survey.

We are interested in your response regardless of whether a bid is submitted. Please fax completed form to (979) 764-3899. Thank you.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID?

- _____ *Newspaper advertisement*
- _____ *Facsimile or email from www.demandstar.com*
- _____ *Downloaded from City of College Station Website
www.ci.college-station.tx.us*
- _____ *Trade Publication*
- _____ *Plan Room*
- _____ *Notice from College Station Purchasing Department*
- _____ *Other: _____*

Do you or your company subscribe to a newspaper? _____ Yes _____ No

Are you a member of Onvia (demandstar.com)? _____ Yes _____ No

Did you download from your **home** computer? _____ Yes _____ No

Did you download from your **company** computer? _____ Yes _____ No

Optional:

Firm Name

Signature

Date

APPENDIX B

RFP STANDARD TERMS AND CONDITIONS

REQUEST FOR PROPOSAL

CITY OF COLLEGE STATION



**RFP #02-
DUE DATE: , 2002
@ P.M. C.S.T.**

**CITY OF COLLEGE STATION, TEXAS
1101 Texas Ave.
College Station, TX 77842
(979) 764-3555
www.ci.college-station.tx.us**

Introduction

Definitions, Terms and Conditions

General Information

Special Provisions

Scope

Evaluation Factors

Format Requirement

Certification

Standard Form of Agreement Contract

Exhibit A

INTRODUCTION

The City of College Station is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to

The anticipated budget for this project totals \$

A single consultant will be selected to accomplish all services outlined in this Request for Proposal.

Response packages will be accepted until p.m. on , 2002. and should be addressed to:

Purchasing Manager
Purchasing Department
City of College Station
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of College Station, Texas.

FIRM – The successful Offeror of this request.

RFP – Request for Proposal

Receipt of Proposals

The submitted Proposal (s) must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered.

Questions and Inquiries

Questions and inquiries about this Request for Proposal should be directed to: _____ at (979)764-_____. Questions should be submitted in writing at least three days prior to the specified due date of the RFP.

Reservations

The City reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of College Station.

Reimbursements

There is no express or implied obligation for The City of College Station to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of College Station will not reimburse responding firms for the these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

Proposals must be completed and submitted as required in this document. Certification form must be fully completed.

Standard Contracts

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of College Station Standard Agreement for Consulting Services (attached) must be provided. The Firm should review the attached Standard Form of Agreement thoroughly. Firms who are not willing to sign the agreement without modification need not submit.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether of not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

Negotiations

Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

Award of the Contract

Award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for qualifications.

GENERAL INFORMATION

SPECIAL PROVISIONS

SCOPE OF WORK

It is the City's intent that the successful firm will be involved for the full duration of the design development, preparation of construction and bidding documents, and construction management phases of the project

EVALUATION FACTORS

After receipt of proposals, City of College Station will use the following criteria in the selection process:

- % Qualifications and experience
- % Rates and expenses
- % Project time-line

% Project design and methodology including technical approach and understanding of the scope of the project.

% References

FORMAT REQUIREMENT

The format should conform to the format prescribed below. Four (4) copies should be provided.

TAB A Qualifications and experience

TAB B Rates and expenses

TAB C Project time-line

TAB D Project design and methodology including technical approach and understanding of the scope of the project.

TAB E References

TAB F Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFP #02-__

EXHIBIT A

STANDARD FORM OF AGREEMENT CONTRACT

BID NOTIFICATION REQUEST FORM

The City of College Station is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. In an effort to better serve our customers, the Purchasing Department would appreciate your taking the time to answer the following survey.

We are interested in your response regardless of whether a bid is submitted. Please fax completed form to (979) 764-3899. Thank you!

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID?

- ☐ **Newspaper advertisement**
- ☐ **Facsimile or email from www.demandstar.com**
- ☐ **Downloaded from City of College Station Website
www.ci.college-station.tx.us**
- ☐ **Trade Publication**
- ☐ **Plan Room**
- ☐ **Notice from College Station Purchasing Department**
- ☐ **Other: _____**

Do you or your company subscribe to a newspaper? ☐ Yes ☐ No

Are you a member of Onvia (demandstar.com)? ☐ Yes ☐ No

Did you download from your **home** computer? ☐ Yes ☐ No

Did you download from your **company** computer? ☐ Yes ☐ No

Optional:

Firm Name Signature Date

APPENDIX C

SAMPLE FIELD PURCHASE ORDER (FPO) ISSUED BY DEPARTMENT

CITY OF COLLEGE STATION
Field Purchase Order Inquiry

8/31/01
 10:31:21

INVOICED

Type information, press Enter.

Field PO number . . .	S72489	Date . .	080801	Assigned User . .	HCHESTER
Remarks					
Received by	DAROLD EBERHARD				
Vendor	0012121 LOWE'S HOME CENTERS INC				
Invoice number . . .	010322087685	Invoice date . . .	080801		
Payment due date . .	090701	(MMDDYY)			
Invoice amount . . .	\$140.38	Line total	\$140.38		

Account number	Project	Amount	Transaction description
21251946153320		\$140.38	CONCRETE MIX, CHARGEABLE PALLET

F3=Exit F7=Additional info F8=Comments F9=Approval info F12=Cancel

APPENDIX D

SAMPLE PURCHASE ORDER (PO) ISSUED BY PURCHASING DIVISION



City of College Station

Purchase Order

1101 Texas Avenue P O Box 9960
College Station, Texas 77842-0960
(979) 764-3555 Fax: (979) 764-3899
www.ci.college-station.tx.us

Purchase Order No.
020383
Above number must appear on all correspondence
Date
12/27/01

1

17604

V E N D O R	MCGRIFF, SEIBELS & WILLIAMS OF TEXAS INC 5949 SHERRY LANE STE 1300 DALLAS, TX 75225
----------------------------	--

S H I P T O	CITY OF COLLEGE STATION CITY HALL PERSONNEL 1101 TEXAS AVENUE COLLEGE STATION, TX 77840
----------------------------	---

DELIVER BY		F.O.B.	TERMS	ACCOUNT NO.	PROJECT NO.	REQ. NO.	BID NO
01/15/02		N/A	NET	22291119114200			
LINE	QUANTITY	UOM	DESCRIPTION			UNIT COST	EXTENSION
1	1.00	EA	EE BENEFITS SERVICE FEE - HEALTHCARE BID REVIEW			6250.0000	6250.00
2	1.00	EA	EE BENEFITS SERVICE FEE - HEALTHCARE BID REVIEWS			6250.0000	6250.00

NOTICE TO VENDOR: To insure prompt payment mail invoice in duplicate and copy of paid freight bill to be included if invoicing for prepaid freight. Mail invoice to Attn: Accounting Department, P. O. Box 9973, College Station, Texas 77842-0973. The City of College Station is exempt from Federal, State, and Local taxes. Federal No. is 1-74-6000534-5.

James Polasek

PURCHASING AGENT

**CITY OF COLLEGE STATION
STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by Buyer. Seller's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below and on this order.
2. **CHANGES/QUANTITIES:** No changes may be made in this order without written authorization of the purchaser. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
3. **INVOICES/DISCOUNTS:** Invoice must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt in invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. The City of College Station will not be liable for payment of invoices received six (6) months after order completion (defined as "Acceptance").
4. **TAXES:** This purchase order when properly executed by the purchasing agent serves as a tax exemption certificate in that the purchaser, as a municipality, claims an exemption from payment of taxes (under Chapter 20, Title 122A, Revised Civil Statutes of Texas). These taxes must not be included on invoice. **Community Development** contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on material (i.e. material is not tax exempt).
5. **PATENTS:** Upon acceptance of this order, the vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.
6. **SHIPPING:** All shipments to be prepaid. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice. In shipments made direct by vendor's supplier, vendor is required to notify his supplier to prepay shipments.
7. **RISK OF LOSS:** Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Seller until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Seller's risk until returned to Seller, at Seller's expense, or otherwise disposed of as Seller shall reasonably request.
8. **DELIVERIES:** All deliveries to be made to Central Receiving located at 1601 Graham Road unless otherwise specified. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.
9. **VERBAL ORDERS:** The terms and conditions on this form also apply to emergency and rush orders placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.
10. **CANCELLATIONS:** The City of College Station reserves the right to cancel purchase orders for failure on the part of the vendor to deliver as promised, or within a reasonable time if no delivery commitment is made unless acceptable notification of delay is given to the City of College Station by the vendor.
11. **LIABILITY:** Any person, firm or corporation performing services pursuant to this purchase order shall be liable for all damages incurred while in performance of such services. Supplier assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, supplier, or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Supplier, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of Insurance may be required for but not limited to Commercial General Liability, Business Auto Liability, Workers Compensation, and Professional Liability Insurance.
12. *The City of College Station Purchasing Manual Section 131 of the College Station City Charter by stating:* No member of the City Council or any officer or employee of the City shall have a financial interest direct or indirect or by reason or ownership of stock in any corporation, in any contact with the City, or be financially interested directly or indirectly in the sale to the City of any land, materials, supplies, or services except on behalf of the City as an officer or employee; provided, however, that the provisions of this section shall only be applicable when the stock owned by the officer or employee exceeds one (1) percent of the total capital stock of the corporation.

APPENDIX E

FLOWCHART FOR CONTRACT ROUTING

Construction Contracts

Contract need begins when a **User Dept/Project Manager** requests that Purchasing issue a **bid** for a construction project.
Purchasing requests the Contract # from Legal and prepares the contract
Purchasing develops the Bid packet (Specs & Plans are submitted by the Dept).
Bid packet contains: Bidding Instructions, Specifications, **Contract (customized for that bid)** and Plans.

Purchasing distributes the bids to Vendors, Receives the bids back from Vendors, and on the specified date, opens the submitted bids.(bid bond is confirmed)
Apparent Low Bidder is notified.

Buyer puts together **(3) Contracts** and notifies the low bidder.
Buyer sends Contracts to Vendor for Signature, Notarization and Insurance Certification Documents

Vendor returns Contracts to Buyer with all requirements.

Finance Admin verifies that the **Contract** contains proper Insurance Documents & returns them to Buyer.

Buyer **gives 3 Contracts, Bid folder & Bid Tabulation** to
Project Manager for preparation of the **Agenda Cover Sheet and Resolution**.
Department Director approves the **Resolution & Agenda Cover Sheet** & forwards them to
City Manger's Office. Attorney signs the resolution and Asst. to the City Manager forwards to
City Secretary's Office who puts them on the Agenda for Council.

Purchasing Manager gives

- **1 Original Contract** and copy of Agenda Sheet/Resolution to Legal for Atty approval and Signature.
- **2 Original Contracts** remain with Purchasing.

COUNCIL APPROVAL

Buyer receives back

- **2 Original Contracts** & bid folder from Purchasing Manager
- **1 Original Contract** from Legal.

Buyer begins **routing** the contracts for City of College Station signatures as follows:

Routing:

- Department Director
- Finance Dept (Finance Director signs)
- Legal Dept. (Attorney executes)
- City Manager's Office (City Manager signs)
- City Secretary's Office (Mayor signs) and returns **all 3 contracts** to
- Legal

Legal keeps **1 Original Contract** and returns **2 executed Contracts** to Purchasing
Purchasing sends **1 Original Contract to Vendor**
1 Original Contract to Department

APPENDIX F

CONTRACT ROUTING FORM

ROUTING SHEET
FOR CONTRACTS, CHANGE
ORDERS & OTHER AGREEMENTS

Legal Dept. Use Only:

Log-in Date: _____
____ Original(s) or Copy to Department
or Purchasing on _____

Contract No.: _____ - _____ Change Order No.: _____ Project No.: _____

Project Name: _____

Name of Contractor: _____

Contract Description: _____

CRC Approval Date (if required): _____

Council Approval Date (if required): _____ Department Representative/Extension

Agenda Item No.: _____

Comments:

CITY SECRETARY

DATE

MAYOR

DATE

CITY MANAGER

DATE

LEGAL DEPARTMENT

DATE

DIRECTOR OF FISCAL SERVICES

DATE

**DEPARTMENT DIRECTOR/
ADMINISTERING CONTRACT DIRECTOR**

DATE

APPENDIX G

CHANGE ORDER FORM

P.O.#	CHANGE ORDER NO. CONTRACT # PROJECT #	DATE: PROJECT DESCRIPTION:																																		
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Ph: Fax:																																		
PURPOSE OF THIS CHANGE ORDER: Item 1: Item 2: Item 3:																																				
ITEM NO.	UNIT	DESCRIPTION																																		
UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY																																		
ADDED COST																																				
1																																				
2																																				
3																																				
THE NET AFFECT OF THIS CHANGE ORDER IS A _____ (Increase or Decrease).																																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 45%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 45%;"></td> </tr> <tr> <td>Change Order No. 1</td> <td style="text-align: right;">\$</td> <td>_____ % of Original Contract Amount</td> </tr> <tr> <td>Change Order No. 2</td> <td style="text-align: right;">\$</td> <td>_____ % of Original Contract Amount</td> </tr> <tr> <td>Change Order No. 3</td> <td style="text-align: right;">\$</td> <td>_____ % of Original Contract Amount</td> </tr> <tr> <td>REVISED CONTRACT AMOUNT</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 45%;">ORIGINAL CONTRACT TIME</td> <td style="width: 10%; text-align: right;">Days</td> <td style="width: 45%;"></td> </tr> <tr> <td>Change Order No. 1 Time Extension or Reduction</td> <td style="text-align: right;">Days</td> <td></td> </tr> <tr> <td>Change Order No. 2 Time Extension or Reduction</td> <td style="text-align: right;">Days</td> <td></td> </tr> <tr> <td>Change Order No. 3 Time Extension or Reduction</td> <td style="text-align: right;">Days</td> <td></td> </tr> <tr> <td>REVISED CONTRACT TIME</td> <td style="text-align: right;">Days</td> <td></td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 45%;">ORIGINAL SUBSTANTIAL COMPLETION DATE</td> <td style="width: 55%;"></td> </tr> <tr> <td>REVISED SUBSTANTIAL COMPLETION DATE</td> <td></td> </tr> </table>			ORIGINAL CONTRACT AMOUNT	\$		Change Order No. 1	\$	_____ % of Original Contract Amount	Change Order No. 2	\$	_____ % of Original Contract Amount	Change Order No. 3	\$	_____ % of Original Contract Amount	REVISED CONTRACT AMOUNT	\$		ORIGINAL CONTRACT TIME	Days		Change Order No. 1 Time Extension or Reduction	Days		Change Order No. 2 Time Extension or Reduction	Days		Change Order No. 3 Time Extension or Reduction	Days		REVISED CONTRACT TIME	Days		ORIGINAL SUBSTANTIAL COMPLETION DATE		REVISED SUBSTANTIAL COMPLETION DATE	
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Change Order No. 3	\$	_____ % of Original Contract Amount																																		
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Change Order No. 3 Time Extension or Reduction	Days																																			
REVISED CONTRACT TIME	Days																																			
ORIGINAL SUBSTANTIAL COMPLETION DATE																																				
REVISED SUBSTANTIAL COMPLETION DATE																																				
APPROVED:																																				
_____ A/E CONTRACTOR	Date	_____ DIRECTOR OF FISCAL SERVICES																																		
_____ CONSTRUCTION CONTRACTOR	Date	_____ CITY ATTORNEY																																		
_____ PROJECT ENGINEER	Date	_____ CITY MANAGER																																		
_____ CITY ENGINEER	Date	_____ MAYOR																																		
_____ DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	_____ CITY SECRETARY																																		

APPENDIX H

PROCUREMENT CARD APPLICATION



PAYMENTECH PURCHASING CARD APPLICATION

City of College Station

Company Name

Department Name

P O Box 9960 College Station TX 77842

Cardholder Name

Cardholder Address

(979)

Cardholder Phone Number

Last Four Digits SS#

Date of Birth

Cardholder Level

Cardholder ID

Default Account #

\$10,000.00

\$2,999.99

Monthly Credit Limit

Single Transaction Limit

Cardholder E-Mail Address

I understand that I will have to attend a training class, agree to follow the procedures as outlined in the Procurement Card Manual, not to exceed the departmental delegated authority and sign the Cardholder Purchasing Card Agreement before a Purchasing Card will be issued. Upon issuance of the card, I understand that the improper use of this card may result in disciplinary action, up to and including termination of my employment.

Applicant's Signature

Date

I hereby approve the applicant listed above to be issued a City of College Station Procurement Card. I agree the department specified will have funds sufficient to pay any and all charges made by this individual. I have assigned the duty to assure monthly reconciliation of all statements will be done as required and all documentation retained. I understand that the improper use of this card by this individual may result in disciplinary action, up to and including termination of his/her employment.

APPENDIX I

PROCUREMENT CARD CARDHOLDER AGREEMENT

The City of College Station Procurement Card Cardholder Agreement

Your signature verifies that you understand The City of College Station's purchasing card program guidelines listed below, agree to comply with them, and have received a copy of the procurement card policy.

1. The purchasing card is provided to The City of College Station employees based on their need to purchase business related goods and services. A card may be revoked at any time based on change or assignment or location. The card is not an entitlement nor reflective of title or position.
2. The card is for business related purchases only; personal charges are not to be made to the card.
3. You are the only person entitled to use the card and are responsible for all charges made against the card.
4. Improper use of the card can be considered misappropriation of City's funds which may result in disciplinary action, up to and including termination.
5. All charges are billed directly to and paid directly by The City of College Station. Any personal charges on the card could be considered misappropriation of funds since the cardholder cannot pay the bank directly.
6. Cardholders are expected to comply with internal control procedures in order to protect The City's assets. This includes keeping receipts, reconciling monthly statements and following proper card security measures.
7. Cardholders are responsible for reconciling their monthly statements and resolving any discrepancies by contacting their supplier and First USA.
8. Each MasterCard is assigned a ten (10) digit default general ledger account #. The code can only be changed by the cardholder with management approval. If changed, a new account code does not affect past charges, only future charges.
9. A lost or stolen card should be reported immediately by telephone to First USA Customer Service at 1-800-270-7760.
10. A cardholder must surrender his or her card upon termination of employment (i.e. retirement, voluntary or involuntary termination). At this point, no further use of the account is authorized.

Cardholder Signature Date

Cardholder Printed Name

Master Card Number

Program Administrator Date

Program Administrator Printed Name

APPENDIX J

SALES TAX EXEMPTION CERTIFICATE

TEXAS SALES TAX EXEMPTION CERTIFICATE

Name of purchaser, firm or agency CITY OF COLLEGE STATION	
Address (Street & number, P. O. Box or Route number) PO BOX 9960	Phone (Area code and number) (979)764-3823
City, state, zip code COLLEGE STATION, TEXAS 77842	

I, the purchaser named above, claim an exemption from payment of sales taxes for the purchase of taxable items described below or on the attached order or invoice:

Description of items to be purchased, or on the attached order or invoice:

MISCELLANEOUS ITEMS

Purchaser claims this exemption for the following reason:

MUNICIPALITY #74-6000534

I understand that I will be liable for payment of Sales Tax which may become due for failure to comply with the provisions of the State, City and/or Metropolitan Transit Authority Sales and Use Tax Laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable items purchased or the fair market rental value for the period of time used.

I understand that it is a misdemeanor to give an Exemption Certificate to the seller for taxable items which I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that upon conviction may be fined not more than \$500 per offense.

sign here	Purchaser <i>Charles K. Jurney</i>	Title <i>Purchasing Manager</i>	Date

NOTE: This certificate cannot be issued for the purchase, lease or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

APPENDIX K

FIXED ASET CHANGE FORM AND INSTRUCTIONS

CITY OF COLLEGE STATION
FIXED ASSET CHANGE FORM

Department/Division Name (1) _____

.....

(2) _____ Addition	_____ Transfer
_____ Correction/Modification	_____ Disposal/Retirement

.....

Asset Description (3) _____

Manufacturer's ID No. (4) _____ Purchase Date (5) _____

New/Used (6) _____ P.O. Number (7) _____

Location (8) _____

Dept/Division/Activity No. (9) _____

Purchase Cost (10) _____ Estimated Life (11) _____

Source of Funds (12) _____

.....

Transfer Date (13) _____

Dept/Division Transferred From (14) _____

Dept/Division Transferred To (15) _____

.....

Disposal/Retirement Date (16) _____

Method of Disposal (17) _____

.....

Remarks (18) _____

.....

Authorized Signature (19) _____

Asset Number (20) _____

INSTRUCTIONS FOR FIXED ASSET CHANGE FORM

- (1) Fill in your department and division name.
- (2) Indicate whether the change is an addition, transfer, disposal or retirement, or correction/modification to the fixed asset records.
- (3) Provide a description of the asset. Include the manufacturer's name, model number, asset color (if applicable), etc.
- (4) Provide the manufacturer's ID number or asset serial number. For motor vehicles, provide the vehicle identification number (VIN).
- (5) Indicate the acquisition date (the date the asset was placed in service).
- (6) Indicate whether the asset is new or used.
- (7) Provide the P.O. number issued by the Purchasing Division for the purchase of this asset.
- (8) Provide a location code:

AC	Accounting
AD	Administration
AP	Accounts Payable
AR	Accounts Receivable
BC	Bee Creek Park
BI	Building Inspection
BU	Budget/Research
BV	Brazos Valley Solid Waste Mgmt Agency
CC	Conference Center
CD	Community Development
CH	City Hall
CO	Council Office
CP	Central Park
CR	Central Receiving, Non-Inventory
DS	Development Services
ED	Economic Development Services
EL	Electric
EN	Energy
FD	Fire Department
FI	Finance
FN	Fleet Services, Non-Inventory
FP	Fleet Services, Parts Inventory
FS	Deleted
GI	GIS-Geographical Information System
LA	BVSWMA Landfill
LB	Library
LC	Lincoln Center
LD	Legal Department
LF	Deleted
MC	Municipal Court
MF	Microfilm-Diazo Duplicate
MG	Management Services

MI	MIS
MS	Meter Services
N	None
OT	OTIS/Communications
PD	Police Department
PE	Personnel
PF	PSC Fuel Inventory
PG	Deleted
PI	Purchasing/Stores
PM	Print/Mail
PO	Postage Metering Machine
PR	Public Relations/Marketing
PS	Public Works, Non-Inventory
PT	Public Works, Sanitation
PU	Public Utilities
RM	Risk Management
SA	Sanitation
SP	Southwood Park
TP	Thomas Park
TS	Technical Services
UB	Utility Billing
UF	USC Fuel Inventory
WA	Water/Wastewater
WD	Warehouse, Dumpsters
WE	Warehouse, Electric
WO	Warehouse, Office Supplies
WS	Warehouse, Sewer
WU	Warehouse, Substation
WW	Warehouse, Water

If none of these codes are applicable, please write in the name of the facility where the asset is located.

- (9) Provide the Department, Division, and the Activity number of the organization responsible for this asset.
- (10) Provide the purchase price of the asset. The purchase price includes freight and any costs necessary for installation, including labor.
- (11) Provide the estimated life of the asset in months.
- (12) Provide the source of the funds to purchase this asset (e.g. General Fund, Computer Project, GOB 1984, URB 1982-II, Community Development Block Grant, other grants, etc.).
- (13) If the asset is being transferred to another department, division, OR activity/cost center, provide the date of that transfer.
- (14) Provide the department, division, and activity number the asset is being transferred from.
- (15) Provide the department, division, and activity number the asset is being transferred to.
- (16) If the asset is being either retired or disposed of, provide the date of retirement or disposal.

(17) Provide one of the following method of disposal codes:

LS	Lost
SC	Scrapped
AU	Sold at Auction
ST	Stolen

(18) Use this space to indicate any modifications and/or corrections to the fixed asset record. This section may also be used to provide any remarks about an addition, transfer, modification/correction, or disposal that might be important.

(19) Provide the signature of someone within the department, division, and activity authorized to make purchases of, dispose of, or transfer assets.

(20) The asset number will be assigned by Accounting if this form is used for an addition. If this form is used to notify Accounting of a transfer, modification/correction, or disposal, please provide the assigned asset number in this space.

APPENDIX L

TELEPHONE QUOTE SHEET

City of College Station TELEPHONE QUOTE SHEET

Page: _____ of _____

Prepared by: _____

Address:

Telephone:**Sales Rep:**

Delivery:

Freight Terms:

Payment Terms:

[illegible]

APPENDIX M

CITY MANAGER APPROVAL FORM

CITY MANAGER APPROVAL FORM

Any Expenditures between \$25,000 and \$50,000
All contracts less than \$50,000

Item Submitted By:	Date:
Director Approval:	Date:
Purchasing Approval:	Date:
City Manager Approval:	Date:

ITB
RFP NO. _____ CONTRACT NO. _____
RFQ (if applicable)
RENEWAL
(circle one)

DESCRIPTION *(should include summary of purchase request and background information)*

BUDGETARY and FINANCIAL INFORMATION *(should include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)*

STAFF RECOMMENDATION:

SUPPORTING MATERIALS:

APPENDIX N

VENDOR PERFORMANCE FORM

VENDOR PERFORMANCE FORM

City of College Station

Instructions: Complete this form to report exceptional or unsatisfactory vendor performance and return to the Purchasing Division by fax @764-3899. Type or use black ball point pen to complete form.

Purchase Order No.	Requisition No.	Today's Date:
Vendor Name, Contact, Address, Phone No., Fax No.		Department (please include contact name and phone number)
Nature of report (check all applicable boxes):		
<p style="text-align: center;"><u>POOR PERFORMANCE</u></p> <p>() Late Delivery</p> <p>() Failure to Deliver</p> <p>() Delivery made at wrong destination</p> <p>() Failure to identify shipments per contract terms</p> <p>() Short/over weight or count</p> <p>() Vendor shipped incorrect merchandise</p> <p>() Failure to replace damaged goods</p> <p>() Slow replacement of damaged goods</p> <p>() Failure to pickup incorrect shipment</p> <p>() Improper product packaging</p> <p>() Failure to meet specifications</p> <p>() Failure to follow palletizing instructions</p> <p>() Poor product quality</p> <p>() Poor product performance</p> <p>() Failure to respond to letter or phone call</p> <p>() Failure to promptly notify Purchasing concerning manufacturer discontinuation of an item</p> <p>() Poor customer service (Requires comment)</p> <p>() Unauthorized substitution</p> <p>() Unsatisfactory installation</p> <p>() Service not performed within specifications</p> <p>() Incorrect invoices</p> <p>() Failure to comply with terms & conditions of contract (Requires comment)</p> <p style="text-align: center;"><u>ACTION TAKEN BY PURCHASING</u></p> <p>() 1st Written notice issued for late delivery</p> <p>() 2nd Written notice issued for late delivery</p> <p>() Damaged assessed</p> <p>() Vendor commended</p> <p>() Shipment rejected</p> <p>() Vendor counseled</p>	<p style="text-align: center;"><u>RESOLUTION</u></p> <p>() Complaint withdrawn</p> <p>() Vendor failed to receive purchase order</p> <p>() Delivery made after late notice sent</p> <p>() Performance corrected</p> <p>() Material or item replaced</p> <p>() Equipment performance corrected</p> <p>() Invoice Corrected</p> <p>() Item cancelled from contract (Vdr failure-Vdr initiated)</p> <p>() Item cancelled from contract (Vdr failure-Purchasing initiated)</p> <p>() Item cancelled from contract (No fault of vendor)</p> <p>() Entire order cancelled</p> <p>() Entire contract cancelled (Vendor fault)</p> <p>() Entire contract cancelled (No fault of vendor)</p> <p>() Damages paid</p> <p>() Vendor counseled</p> <p>() Order completed</p> <p>() Correct shipment received</p> <p>() Damages not paid-Vendor removed from bid list</p> <p>() Performance not corrected-Vendor removed from bid list</p> <p style="text-align: center;"><u>EXCEPTIONAL PERFORMANCE</u></p> <p>() Shipment made early upon Purchasing/Department request</p> <p>() Product upgrade substitution suggested and accepted</p> <p>() Exceptional customer service response</p> <p>() Exceptional service provided for return of products</p> <p>() Provided technical/training/set-up assistance when not required</p> <p>() Price reduction for large order</p> <p>() Vendor commended</p>	
<u>Detailed explanation (Please be specific):</u> 		
<u>Resolution completed by Purchasing:</u> Buyer:		<u>Date</u>